



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
***BUREAU OF FACILITIES AND ASSETS MANAGEMENT***

**REQUEST FOR PROPOSAL**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
***"Interior Painting Project 2"***

AT THE

*Thayer Building – 2<sup>nd</sup> Floor*  
*Governor Hugh J. Gallen State Office Park*  
*97 Pleasant Street · Concord, NH 03301*

## **ATTACHMENT A**

### **BIDDER'S INSTRUCTIONS AND SCOPE OF SERVICES**

#### **A. GENERAL**

- A.1. Facility in this contract:  
**Governor Hugh J. Gallen State Office Park  
Thayer Building – 2<sup>nd</sup> Floor  
97 Pleasant Street • Concord, NH**
- Mail Proposals to:  
**BFAM / Attn: J. Luna  
129 Pleasant Street  
Concord, NH 03301**
- A.2. The Contractor shall provide the following services for the facility listed:
- Remove all loose/flaking paint, make intact, smooth edges & prime bare wood, plaster, etc.
  - Clean, wipe w/TSP<sup>1</sup> and de-gloss all varnished wood trim, doors, frames, and window sash.
  - Clean, wipe w/TSP<sup>1</sup> and de-gloss all painted wood trim doors, frames, and window sash.
  - Clean, prime all exposed bare, and previously painted wood materials.
  - Provide polyurethane finish on all previously varnished wood surfaces/materials.
  - Paint all previously painted (wood, plaster, metal, etc.) materials
- A.3. The services to be completed under this project are to be phased. The project will consist of multiple phases.
- A.3.1. Reference ATTACHMENT 1 (Floor Plan) for an anticipated Phasing Plan. Final phasing shall be coordinated between the selected contractor and the Department.
- A.3.2. Contractor shall note that the Department will need up to approximately 7 working days to relocate employees and equipment between each phase.
- A.4. The services as outlined above shall include providing all supervision, materials, equipment, labor, and transportation necessary for the successful completion of the work in the areas as designated, at the time of need.
- A.5. Following award of the contract, and finalization of a project Phasing Plan, the contractor shall prepare a breakdown of materials and labor for each phase. This breakdown will be used to establish partial payments based upon actual work completed. The Department reserves the right to accept the Project in total or select Phases separately based on availability of funding.
- A.6. The Contractor shall, at a minimum, have successfully completed HUD Certified Lead-Safe Renovator Training Course.
- A.7. The Contractor shall complete all the work and shall furnish all labor, materials, tools, equipment, and safety devices necessary to perform in the manner specified and within the time period allotted. Contractor shall complete the work to the satisfaction of the State and in accordance with the HUD Certified Lead-Safe Renovator Training guidelines, applicable New Hampshire Lead Regulations and the recommendations/specifications of the paint manufacturer(s) of the materials/products employed in the work. All the work, labor, and equipment to be done and furnished under this contract, shall be done and furnished strictly pursuant to, and in conformity with, the specifications of the manufacturer(s), and the directions of the State representatives as given from time to time during the progress of the work under the terms of the contract.
- A.8. The Contractor shall conduct his work during normal business hours. Work performed after normal business hours, or weekends must receive prior authorization from the Bureau of Facilities and Assets Management.

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<sup>1</sup> Trisodium Phosphate – contractor shall protect all adjacent and surrounding surfaces.

- A.9. Contractor shall, at his own expense, whenever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.
- A.10. The Contractor shall take all responsibility for the proper preparation of all work areas, including protection of the building occupants from all lead-based paint stabilization, control and maintenance activities.
- A.11. The Contractor shall be responsible to place furniture in the center of the room/space and cover with polyethelene while activities are being performed under this contract.
- A.12. All activities associated with stabilization of existing chipping, peeling or flaking paint shall cease unless containments are constructed which contain all dust within the work area. Contractor shall insure there is no public access to the Work Area(s).
- A.13. The Contractor shall take all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. Contractor shall in no way be relieved of his responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue orders. The Contractor shall bear all losses resulting to him or to the State on account of the amount or character of the work, or because of the nature of the area in or on which the work is done different from what was estimated or expected, or account of the weather, elements, or other causes.
- A.14. The Department of Health and Human Services has had a limited Lead-Based Paint Survey performed on random surfaces within the second floor area of the Thayer Building. Some of the surfaces tested within the area were identified as a Lead Exposure Hazard as defined by RSA 130-A:1(XVI). Upon request, the Survey will be available for contractor review and general informational purposes only. The Contractor shall be aware that existing surfaces may contain lead-based paint products. Contractor shall be responsible to adhere to and follow all federal, state and local regulations regarding lead-based paint.
- A.14.1. The Department will retain the services of an Industrial Hygiene firm to provide random monitoring of contractor activities and testing to insure proper protocols are in-place to protect the building occupants.
- A.15. The Contractor agrees that any damage or injury to buildings, materials, equipment, or to other property during the performance of this service will be repaired by a qualified contractor, approved by the Department and at the Contractor's expense immediately upon the request of the Department.
- A.16. The Contractor shall employ only competent people, trained and qualified to do the required work. Whenever the State shall notify the Contractor that any person working, in the State's opinion, is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such person shall be replaced and shall not be again employed on this project except with the consent of the State.
- A.17. The State reserves the right to hire or use equipment and personnel other than from the Contractor if the Contractor does not perform the work required to the satisfaction of the Department. When such equipment and/or personnel other than the Contractor's is employed, any expense incurred shall be borne by the Contractor and such expense shall be deducted from any money due the Contractor.

- A.18. The Department reserves the right to terminate this contract at anytime without cause with a thirty-day written notice to the Contractor.

## **ATTACHMENT B**

### **STATE OF NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES**

#### **BID RESPONSE TRANSMITTAL**

Page 1 of 1

Contractor:

Address:

  

Phone/FAX

  

**Project:** Thayer Building

Governor Hugh J. Gallen State Office Park

97 Pleasant Street

Concord, New Hampshire

**Scope of Work:**

Second Floor Painting Project

#### **PART A – Contractor Certification:**

- Submit copies of Certification of successful completion of the *HUD Lead-Safe Renovator Training*.

#### **PART B – Certificate of Liability Insurance:**

- Submit copies of current Certificate of Liability Insurance. Successful bidders will be required to name the State of New Hampshire, Department of Administrative Services as Certificate Holder and as Additional Insured. The State of New Hampshire shall receive Insured Letter Upon Cancellation.

#### **PART C - Bid Proposal Format:**

- Phase 1: Materials: \$ \_\_\_\_\_; Labor: \$ \_\_\_\_\_; **Total:** \$ \_\_\_\_\_
- Phase 2: Materials: \$ \_\_\_\_\_; Labor: \$ \_\_\_\_\_; **Total:** \$ \_\_\_\_\_
- Phase 3: Materials: \$ \_\_\_\_\_; Labor: \$ \_\_\_\_\_; **Total:** \$ \_\_\_\_\_
- Phase 4: Materials: \$ \_\_\_\_\_; Labor: \$ \_\_\_\_\_; **Total:** \$ \_\_\_\_\_
- Phase 5: Materials: \$ \_\_\_\_\_; Labor: \$ \_\_\_\_\_; **Total:** \$ \_\_\_\_\_
- Phase 6: Materials: \$ \_\_\_\_\_; Labor: \$ \_\_\_\_\_; **Total:** \$ \_\_\_\_\_

The Department reserves the right to accept the Project in total or select Phases separately based on availability of funding

**TOTAL PROJECT COST:**

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#### **PART D – Additional work as requested by Department.**

☐ Hourly Labor rate: \$ \_\_\_\_\_/hr.

Materials mark up: \_\_\_\_\_%

#### **PART E – Project Timeline:**

- Define project timeline by Area for completion in terms of number of calendar days from Governor and Council approval.

***TOTAL TIMELINE:***

***Calendar Days***

## **ATTACHMENT C**

### **C. GENERAL CONDITIONS:**

- C.1. Manufacturer's Guarantee: Copies of all manufacturer's written guarantees and warranties shall accompany bids.
- C.2. Manufacturer's MSDS: MSDS shall be submitted for all proposed materials. MSDS shall be submitted, for review, to the Bureau of Facilities and Assets Management prior to the start of any work.
- C.3. Color Selections: Color to be selected by the Department, from manufacturer's product line. Contractor shall submit 4x4 samples of initial (and subsequent) color selections for final approval. See Part 2 – Products.
- C.4. All bids must separately identify the cost of materials and labor. See PART B of the Bid Response Transmittal.
- C.5. Any contradictions between the plan, the written specifications and the actual in-place improvements, the greater or more stringent requirements shall be deemed correct and required by and a part of this contract.
- C.6. Prior to the commencement of any work, the Contractor shall meet with the Department's authorized representative and become fully familiar with the project.
- C.7. No changes or extra work is to be performed without written permission from the Department's authorized representative.
- C.8. All work shall be performed in a neat and skillful manner, as accepted by the Department.
- C.9. All materials shall be installed and/or applied in accordance with the manufacturer's recommendations and specifications.
- C.10. All work shall be performed per the Specifications, Proposals, Plans and Attachments. All of the aforementioned items shall be considered as Terms and Conditions of this Contract.
- C.11. Cooperation and Coordination: Contractor shall cooperate and coordinate all of their work efforts with the Department and all other effected trades and subcontractors.
- C.12. At all times the Contractor shall supply adequate personnel, tools, equipment, materials and supplies to fully and efficiently perform the identified scope of services.
- C.13. The contractor shall provide sufficient and secure storage for all of their tools, materials and equipment, as part of this contract.

- C.14. The Contractor must notify the Department, on a timely basis, of any conditions, coordination conflicts, delivery schedules, etc., which could delay the project's completion or completeness.
- C.15. All daily and final clean-up made necessary by this work shall be the responsibility of the Contractor. All clean up is to be done to the satisfaction of the Department. Any clean-up not performed satisfactorily, will be done by others, at the sole expense of the Contractor.
- C.16. All lead hazard control activities shall be conducted in accordance with the requirements of New Hampshire Regulations He-P 160. All OSHA, DOL and other regulatory requirements are to be met. It is the Contractor's responsibility to maintain safe conditions in the performance of their work.
- C.17. All debris generated as a result of work under this contract is to be properly disposed of by the Contractor. Use of the Department's disposal facility and/or container is strictly prohibited.
- C.18. Access to and from the workplace for personnel, equipment, materials and material disposal is to be through a predetermined route as approved by the Department.
- C.19. All Conditions: The Contractor shall be responsible for all conditions that will effect or be affected by this contract, whether seen or unseen. The Contractor shall remedy any and all conditions as to insure the functionality of this contract's work and the continued functionality of the existing conditions prior to the contract's work.
- C.20. Completeness: Upon the commencement of work at any and all locations, the Contractor shall continue such work in a continuous and uninterrupted manner until the full completion of the work, as defined by the contract and/or the timeline of the contract.
- C.21. The Contractor must furnish all labor, equipment, accessories, and materials in strict accordance with these specifications. All equipment, labor and materials necessary for the proper completion of the work not specified or described herein is deemed part of the specifications.
- C.22. All work shall be performed by skilled and experienced technicians/tradespersons in accordance with the most up-to-date trade practices. Work shall be performed in a professional manner using the best standards and practices of the trade.
- C.23. All shipments of materials shall be made "FOB Destination". There shall be no additional allowances for shipping costs. The contractor shall pay all transportation costs for materials returned due to unsatisfactory operations or materials shipped to replace said returned materials.
- C.24. If the contractor/bidder elects to sub-contract any portion of this contract, the contractor/bidder must provide copies of their subcontractor's insurance certificate. Such insurance certificates shall name the Department as "additional insured."

## **ATTACHMENT D**

### **D. SPECIFICATIONS**

#### **D.1. PART 1 – GENERAL:**

- D.1.1. SUMMARY: Repair and or replace all defective painted (or previously painted) substrates. Remove all loose and flaking paint. Clean all surfaces, Prime and paint. A schematic plan of the building is attached for vendor's reference. (See Attachment 1).
- D.1.2. SUBMITTALS:
  - D.1.2.1. MSDS (material safety data sheet) and Product Data for each type of product incorporated into the work.
- D.1.3. QUALITY ASSURANCE:
  - D.1.3.1. Installer qualifications: Engage experienced and properly trained personnel to perform work.
- D.1.4. DELIVERY, STORAGE, AND HANDLING:
  - D.1.4.1. Deliver products to Project Site in manufacturer's original unopened cartons and containers, each bearing names of product and manufacturer, project identification, and shipping and handling instructions
  - D.1.4.2. Store products in dry spaces protected from the weather, with ambient temperatures maintained between 50 and 90 degrees F (10 and 32 deg C)
  - D.1.4.3. Move products into spaces where they will be installed at least 48 hours before installation.
- D.1.5. PROJECT CONDITIONS:
  - D.1.5.1. Work shall take place during normal business hours. Work performed after normal business hours, weekends or Holidays must receive prior authorization from the Bureau of Facilities and Assets Management.
  - D.1.5.2. Do not install products until they are at the same temperature as the space where they are to be installed.

#### **D.2. PART 2 – PRODUCTS**

- D.2.1. MANUFACTURERS
  - D.2.1.1. Preferred Products: Subject to compliance with requirements, paint products that may be incorporated into the Work, include:
    - D.2.1.1.1. Sherwin Williams PrepRite ProBlock Primer, B51 Series (colors to be selected).
    - D.2.1.1.2. Sherwin Williams S-W ProMar 200, B20 Series (colors to be selected).
    - D.2.1.1.3. Sherwin Williams S-W ProClassic Acrylic Gloss, B21Series (colors to be selected).
    - D.2.1.1.4. Sherwin Williams S-W Clear FastDry Sanding Sealer, B26 Series (colors to be selected).
    - D.2.1.1.5. Sherwin Williams S-W Polyurethane varnish, Gloss, A68 Series.



### D.3. PART 3 – EXECUTION

#### D.3.1. PERFORMANCE:

- D.3.1.1. Contractor shall be responsible to patch and repair substrate defects prior to priming and painting or finish application.
  - D.3.1.1.1. Contractor shall spot prime all repair areas of surfaces scheduled to receive paint prior to application of primer coat and finish paint.
- D.3.1.2. Contractor shall be responsible to patch, repair and/or fill any finish defects prior to painting.
  - D.3.1.2.1. Contractor shall spot prime all repair/replacement areas prior to application of primer coat and finish paint.
- D.3.1.3. Contractor shall be responsible to provide.
  - D.3.1.3.1. Remove/replace all damaged, deteriorated or missing glazing
  - D.3.1.3.2. Remove all loose, chipping, peeling and flaking paint by wet misting with water and scraping and provide smooth transition for application of new finish.
  - D.3.1.3.3. Clean all surfaces with a general all-purpose, or lead specific, cleaner and water solution; and then rinse/wipe down surfaces with clean water.
  - D.3.1.3.4. All adjacent horizontal surfaces shall be vacuumed with a HEPA vacuum; cleaned with a general all-purpose, or lead specific, cleaner and water solution; and wipe down with clean water.
- D.3.1.4. Following stabilization of LBP on surfaces, the Contractor shall be responsible to provide.
  - D.3.1.4.1. One (1) coat of primer and two (2) coats finish paint on all vertical and horizontal new, repaired/replaced and previously painted surfaces within the work area identified on the attached plans as follows:
    - All Surfaces Scheduled to receive painted finish:
      - 1<sup>st</sup> Coat: S-W PrepRite ProBlock Primer, B51 Series
    - Painted wall and plaster ceiling surfaces:
      - 1<sup>st</sup> Coat: S-W PrepRite ProBlock Primer, B51 Series
      - 2<sup>nd</sup> Coat: S-W ProMar 200 Eg-Shel, B20 Series
      - 3<sup>rd</sup> Coat: S-W ProMar 200 Eg-Shel, B20 Series
    - Painted wood surfaces:
      - 1<sup>st</sup> Coat: S-W PrepRite ProBlock Primer, B51 Series
      - 2<sup>nd</sup> Coat: S-W ProClassic Waterborne Interior Acrylic Gloss, B21 Series
      - 3<sup>rd</sup> Coat: S-W ProClassic Waterborne Interior Acrylic Gloss, B21 Series
  - D.3.1.4.2. One (1) coat of sanding sealer and two (2) coats of polyurethane on all previously varnished doors, door frames and trim, window sash, window frames and trim within the work area identified on the attached plans as follows:
    - All natural/stained & varnished wood surfaces:
      - 1<sup>st</sup> Coat: S-W FastDry Clear Sanding Sealer, B26 Series

- 2<sup>nd</sup> Coat: S-W Waterborne Polyurethane Varnish, Gloss, A68 Series
- 3<sup>rd</sup> Coat: S-W Waterborne Polyurethane Varnish, Gloss, A68 Series

D.3.1.4.3. Prior to beginning any lead paint stabilization activities on the building, the Contractor shall prepare the area in strict accordance with the State of New Hampshire Regulations, (He-P 1605.11 – *Preparation of Work Area*), and the HUD Certified Lead-Safe Renovator Training guidelines. The Contractor shall be responsible to provide required coverings of all, windows, doors, and openings of the building and surrounding work area(s) to safely contain all waste.

D.3.1.4.4. The contractor shall post all work areas with warning signs.

**Table 3.01**

(Y = where required, N = not required; 1 = One (1) coat; 2 = Two (2) coats.)

Description	Scrape	Prime	Finish
All Previously Painted wood surfaces	Y	1	2
All new, bare wood surfaces	N	1	2
All Previously painted plaster, wallboard	Y	1	2
All previously painted plaster ceilings	Y	1	1
All new unfinished plaster, wallboard	Y	1	2
All natural/stained/varnished wood surfaces	Y	1*	2*
All exposed metal piping, emt, etc.	N	1	2

(\* indicates surfaces to receive polyurethane finishes)

D.3.2. Contractor shall note that the Thayer Building is occupied 24 hours per day, seven days a week. The Contractor and contractor staff shall not interact with any building staff and/or residents. The Contractor shall direct all communications to the Bureau of Facilities and Assets Management (BFAM).

D.3.3. Contractor shall be aware of the following:

- D.3.3.1. Absolutely no smoking shall be permitted closer than 50 feet from any building on campus. Should BFAM receive any complaints from building occupants relative to smoking by the contractor and contractor's staff, the contractor shall be directed to limit smoking to off-campus locations.
- D.3.3.2. Absolutely no loud talking, shouting, cursing, etc. shall be permitted on-site, at any time.
- D.3.3.3. The Contractor shall be aware that no radios/music devices will be permitted on-site during the performance of the work.
- D.3.3.4. Contractor parking shall be only in designated areas.

## ATTACHMENT 1

### FLOOR PLAN

